

Summit County Clerk of Courts

SATYA AGARWAL VS BERKSHIRE HATHAWAY INS. CO.

Case Number: CV-2022-07-2380 **File Date:** 07/18/2022 **Case Type:** BREACH OF CONTRACT **Judge:** ALISON BREAUX

Filing Date	By Attorney	Docket Text	Document
08/19/2022	CARSON, FRANK	NOTICE OF APPEARANCE OF ATTORNEY FRANK S CARSON AS COUNSEL FOR THE DEFENDANTS BERKSHIRE HATHAWAY GUARD INSURANCE COMPANIES AND AMGUARD INSURANCE COMPANY	View Document
08/03/2022	SUMMIT COUNTY CLERK OF COURTS	Certified Mail Service - Served BERKSHIRE HATHAWAY INS. CO.	No Image
08/03/2022	SUMMIT COUNTY CLERK OF COURTS	Certified Mail Service - Served AMGUARD INSURANCE COMPANY	No Image
07/19/2022	BERKSHIRE HATHAWAY INS. CO.	SUMMONS ISSUED BY CERTIFIED MAIL BY Certified Mail BERKSHIRE HATHAWAY INS. CO.	View Document
07/19/2022	BERKSHIRE HATHAWAY INS. CO.	SUMMONS ISSUED BY CERTIFIED MAIL BY Certified Mail AMGUARD INSURANCE COMPANY	View Document
07/18/2022	NEILSEN, DAVID	CIVIL COMPLAINT FILED	View Document
07/18/2022	NEILSEN, DAVID	INSTRUCTIONS TO CLERK FOR SERVICE	View Document

EXHIBIT 1

**IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO**

Satya Agarwal, :
Plaintiff, : Case No. CV-2022-07-2380
v. : Judge Alison Breaux
: :
Berkshire Hathaway Guard
Insurance Companies, *et al.*, :

STIPULATION OF DISMISSAL WITH PREJUDICE

Now comes Plaintiff Satya Agarwal and Defendants Berkshire Hathaway Guard Insurance Companies and AmGuard Insurance Company, by and through counsel, and hereby stipulate to the dismissal of Berkshire Hathaway Guard Insurance Companies with prejudice. Counsel for Defendant has informed counsel for Plaintiff that Berkshire Hathaway Guard Insurance Companies is solely used as a trade name, and that AmGuard Insurance Company is the only proper Defendant in this matter.

Respectfully submitted,

/s/ Frank S. Carson
Frank S. Carson (0089575)
Elise N. McQuain (0100542)
FROST BROWN TODD LLC
10 West Broad Street, Suite 2300
Columbus, OH 43215
614-464-1211 / 614-464-1737 (Fax)
fcarson@fbtlaw.com
emcquain@fbtlaw.com
Attorneys for Defendants

/s/ David F. Neilsen
David F. Neilsen (0093610)
Attorney David F. Neilsen, LLC

4230 State Route 306, Building I, Suite 300
Willoughby, OH 44094
440-946-9469 / 440-946-7762 (Fax)
DNeilsenLaw@gmail.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

On this 19th day of August, 2022, a true and accurate copy of the foregoing was filed with the Court and served via ECF on all counsel of record.

/s/ Frank S. Carson
Frank S. Carson (0089575)

**IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO**

Satya Agarwal, :
Plaintiff, : Case No. CV-2022-07-2380
v. : Judge Alison Breaux
:
Berkshire Hathaway Guard Insurance Companies, *et al.*, :

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that Frank S. Carson and Elise N. McQuain of the law firm Frost Brown Todd LLC hereby enter an appearance as counsel of record on behalf of Defendants Berkshire Hathaway Guard Insurance Companies and AmGuard Insurance Company and request to be included in all communications concerning the case.

Respectfully submitted,

/s/ Frank S. Carson
Frank S. Carson (0089575)
Elise N. McQuain (0100542)
FROST BROWN TODD LLC
10 West Broad Street, Suite 2300
Columbus, OH 43215
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Attorneys for Defendants

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On this 19th day of August, 2022, a true and accurate copy of the foregoing was filed with the Court and served via ECF on all counsel of record.

/s/ Frank S. Carson
Frank S. Carson (0089575)

IN THE COURT OF COMMON PLEAS, SUMMIT COUNTY, OHIO

CASE NUMBER: CV-2022-07-2380

SATYA AGARWAL
3136 Preakness Drive
Stow, OH, 44224

-VS-

SUMMONS

BERKSHIRE HATHAWAY INS. CO.
P.O. Box A-H
39 Public Square
Wilkes-Barre, PA 18703

TO the following:

BERKSHIRE HATHAWAY INS. CO.
P.O. Box A-H
39 Public Square
Wilkes-Barre, PA 18703

You have been named as a defendant(s) in a complaint filed in the Summit County Court of Common Pleas, Summit County Courthouse, 205 S. High St., Akron, Ohio, 44308.

A copy of the COMPLAINT is attached hereto. The name and address of the Plaintiff's attorney is:

DAVID F NEILSEN
4230 STATE ROUTE 306
Bldg I - Suite 300
WILLOUGHBY, OH 44094

You are hereby summoned and required to serve upon the attorney listed above, or upon the party if they have no attorney of record, a copy of an answer to the COMPLAINT within twenty-eight (28) days after service of this summon on you, exclusive of the day of service. Your answer must be filed with the Court within three days after the service of a copy of the answer on the attorney, or upon the party, if there is no attorney of record.

If you fail to appear and defend, judgment may be rendered against you for the relief demanded in the COMPLAINT.

Sandra Kurt
Summit County Clerk of Courts

July 19, 2022

IN THE COURT OF COMMON PLEAS, SUMMIT COUNTY, OHIO

CASE NUMBER: CV-2022-07-2380

SATYA AGARWAL
3136 Preakness Drive
Stow, OH, 44224

-VS-

SUMMONS

BERKSHIRE HATHAWAY INS. CO.
P.O. Box A-H
39 Public Square
Wilkes-Barre, PA 18703

TO the following:

AMGUARD INSURANCE COMPANY
39 Public Square
Wilkes-Barre, PA 18703

You have been named as a defendant(s) in a complaint filed in the Summit County Court of Common Pleas, Summit County Courthouse, 205 S. High St., Akron, Ohio, 44308.

A copy of the COMPLAINT is attached hereto. The name and address of the Plaintiff's attorney is:

DAVID F NEILSEN
4230 STATE ROUTE 306
Bldg I - Suite 300
WILLOUGHBY, OH 44094

You are hereby summoned and required to serve upon the attorney listed above, or upon the party if they have no attorney of record, a copy of an answer to the COMPLAINT within twenty-eight (28) days after service of this summon on you, exclusive of the day of service. Your answer must be filed with the Court within three days after the service of a copy of the answer on the attorney, or upon the party, if there is no attorney of record.

If you fail to appear and defend, judgment may be rendered against you for the relief demanded in the COMPLAINT.

Sandra Kurt
Summit County Clerk of Courts

July 19, 2022

**IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO**

SATYA AGARWAL)
3136 Preakness Drive)
Stow, OH 44224) CASE NO.:
)
Plaintiff,) JUDGE:
)
vs.) **COMPLAINT**
)
BERKSHIRE HATHAWAY GUARD)
INSURANCE COMPANIES)
P.O. Box A-H)
39 Public Square)
Wilkes-Barre, PA 18703-0029)
) **TRIAL BY JURY DEMANDED**
and)
)
AMGUARD INSURANCE COMPANY)
39 Public Square)
Wilkes-Barre, PA 18703)
)
Defendants.)

COUNT ONE - BREACH OF CONTRACT

Now comes Plaintiff, by and through counsel, and for her Complaint states as follows:

1. Plaintiff, Satya Agarwal, is a natural person residing at 3136 Preakness Drive, Stow, OH 44224, in the County of Summit, State of Ohio.
2. Defendants, Berkshire Hathaway Guard Insurance Companies and AMGuard Insurance Company, are a corporations, doing business in Summit County, Ohio, who share a primary place of business located at 39 Public Square, Wilkes-Barre, PA 18703.
4. On or around July 19, 2019, an insurance contract was in effect between Plaintiff and Defendants, as evidenced by a Homeowners Policy Amended Declarations page attached hereto as Exhibit "1", and incorporated herein as if fully rewritten, which required Plaintiff to pay a premium to Defendants, and Defendants were required to provide insurance coverage, for Plaintiff's residence

premises at 3136 Preakness Drive, Stow, OH 44224. Plaintiff has a good faith belief that the full insurance contract is in the possession of Defendants, who despite the requests of Plaintiff have failed to produce said insurance contract.

5. On or about July 19, 2020, Plaintiff, suffered damages to her residence located at 3136 Preakness Drive, Stow, OH 44224, including her roof, exterior of her home, kitchen and dining room, master bathroom, and pool area, due to a wind and weather damage.

6. Subsequent to sustaining damage to her residence, Plaintiff, filed a claim with Defendants, for the damages sustained to her residence.

7. Defendants, approved a limited repair of damaged shingles on Plaintiff's roof, but denied Plaintiff's claim for replacement of the entire roof, and coverage for Plaintiff's other claimed damages.

8. The shingle repairs approved by Defendants have since failed and the roof requires full replacement.

9. Plaintiff, followed the procedures set forth in the insurance contract, however, Defendants failed to fulfill their contractual obligations to Plaintiff.

10. According to the terms of the insurance contract, suit was required to be brought within two years after the loss or damage occurred.

11. As a result of Defendants' failure to fulfill their contractual obligations to Plaintiff, Plaintiff has suffered damages in excess of Twenty-Five Thousand, and 00/100 Dollars (\$25,000.00).

COUNT TWO - BREACH OF DUTY OF GOOD FAITH ON INSURANCE CONTRACT

12. Plaintiff, realleges all facts, statements, and allegations contained in Paragraphs One (1) through Eleven (11) of her Complaint as though fully rewritten herein.

13. At all times relevant to this litigation, Defendants, were in a contractual relationship with Plaintiff and owed a duty to Plaintiff to act in good faith and deal fairly with her.

14. Defendants, breached said duty by failing to fairly execute their contractual duties and obligations to Plaintiff and failing to settle her claim in a timely manner.

15. Furthermore, according to the terms of the insurance contract, Plaintiff, invoked the Appraisal clause of the insurance contract to determine the amount of her loss, Defendants, denied

Plaintiff's request.

16. Due to Defendants' failure to act in good faith towards Plaintiff's contractual insurance claim, Plaintiff, has suffered damages in excess of Twenty-Five Thousand, and 00/100 Dollars (\$25,000.00).

COUNT THREE - UNJUST ENRICHMENT

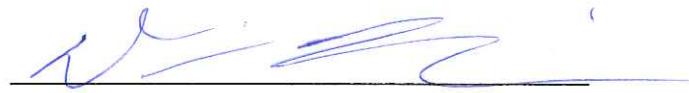
17. Plaintiff, realleges all facts, statements, and allegations contained in Paragraphs One (1) through Sixteen (15) of her Complaint as though fully rewritten herein.

18. Plaintiff, conferred a benefit upon Defendants, by conferring to Defendants the insurance premium required for Defendants to insure Plaintiff's residence at 3136 Preakness Drive, Stow, OH 44224.

19. Defendants, have retained the benefits of the use of Plaintiff's insurance premium for the property at 3136 Preakness Drive, Stow, OH 44224, without fully performing according to the terms of their agreement with Plaintiff, by retaining the insurance premium, and by retaining the benefits of the monetary amount, contractually owed to Plaintiff for her covered loss, for their own enjoyment and benefit.

20. As a result, Defendants have been unjustly enriched in the amount of Plaintiff's damages.

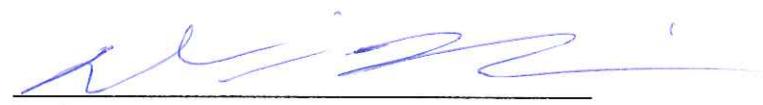
WHEREFORE, Plaintiff, prays for judgment against Defendants as to all counts in excess Twenty-Five Thousand, and 00/100 Dollars (\$25,000.00), and for punitive damages, attorneys fees, court costs, and any other legal and equitable relief as the Court may deem just and necessary under the circumstances, to which Plaintiff may be entitled, all with interest at the legal rate from the date of judgment.



DAVID F. NEILSEN (#0093610)
ATTORNEY DAVID F. NEILSEN, LLC
4230 State Route 306, Building I - Suite 300
Willoughby, Ohio 44094
(440) 946-9469 FAX: (440) 946-7762
DNeilsenLaw@gmail.com
Attorney for Plaintiff

JURY DEMAND

Plaintiff demands a trial by jury in this action.



DAVID F. NEILSEN (#0093610)
Attorney for Plaintiff



AmGUARD Insurance Company
A Stock Company

HOMEOWNERS POLICY
AMENDED DECLARATIONS

EXHIBIT 1

In consideration of \$0.00, we agree that the policy declarations are changed as follows: Additional Interests. Changes, effective 10/29/2019, are attached to and form part of this policy.

Issued: 10/16/2019

Policy No.: SAHO008638

Renewal of: NEW

AMENDED POLICY INFORMATION PAGE

[1] **Named Insured and Address**

Named Insured: Satya Agarwal
Residence Premises: 3136 Preakness Dr, Stow, OH 44224-6217
Mailing Address: same as residence premises

[2] **Agency**

UNITED STATES INSURANCE GROUP LLC, 4526 Stow Rd., Stow, OH 44224,

[3] **Policy Period**

From October 29, 2019 to October 29, 2020, 12:01 AM , standard time at the residence premises

[4] **Coverage**

This policy consists of the Coverage Forms listed on the **Schedule of Forms and Endorsements**. Coverage is provided where a premium or limit of liability is shown (below) for the coverage.

Section I

	Limits of Liability
A. Dwelling	\$ 2,499,532
B. Other Structures	\$ 249,953
C. Personal Property	\$ 1,249,766
D. Loss of Use	\$ 749,860

Section II

E. Personal Liability	\$ 500,000	Each Occurrence
F. Medical Payments to Others	\$ 5,000	Each Person

[5] **Premium**

Basic Policy Premium	\$ 2,028.00
Additional Premium Charges Related to Other Coverages or Endorsements	\$ 196.00
This amount is the total of the premium for all additional optional charges; the individual coverages and charges are shown on the next page.)	
Total Premium	\$ 2,224.00

In return for your payment of premium, and subject to all terms of this policy, we agree with you to provide insurance as stated in this policy.

HOMEOWNERS POLICY
DECLARATIONS

Issued: 10/16/2019

Policy No.: SAHO008638

Effective Date: 10/29/2019

Deductible

Section I - All Perils: \$ 2500 Other - Theft: Same as All Peril Windstorm/Hail: Same as All Peril

ADDITIONAL PROTECTION ELECTED

COVERAGE	LIMIT	PREMIUM
Business Property		
Off-Premises Limit	1,500	
On-premises Limit	2,500	
Coverage C - Other Residences	124,977	
Limit		
Coverage C - Self-storage Facilities	124,977	
Limit		
Coverage C - Special Limits of Liability		
Jewelry, Watches and Furs Limit	1,500	
Money Limit	200	
Securities Limit	1,500	
Silverware, Goldware & Pewterware Limit	2,500	
Firearms Limit	2,500	
Portable Electronic Equipment in or upon a motor vehicle	1,500	
Vehicle Limit		
Credit Card, Electronic Fund Transfer Card or Access Device, Forgery and Counterfeit Money Coverage		1.00
Limit	1,000	
Damage to Property of Others	1,000	
Limit		
Debris Removal	5%/1,000	
Limit		
Fire Department Service Charge	500	
Limit		
Grave Markers	5,000	
Limit		
Home Systems Protection Coverage		30.00
Limit	50,000	
Landlord's Furnishings	2,500	
Limit		
Limited Fungi, Wet or Dry Rot or Bacteria Coverage		
Section I Limit	10,000	
Section II Limit	50,000	
Service Line Coverage		30.00
Limit	10,000	
Supplemental Loss Assessment Coverage		
Residence Premises Limit	1,000	
Trees, Shrubs and Other Plants	5%/500	
Limit		
Water Backup & Sump Overflow		135.00
Limit	25,000	

HOMEOWNERS POLICY
DECLARATIONS

Issued: 10/16/2019

Policy No.: SAHO008638

Effective Date: 10/29/2019

SCHEDULE OF FORMS AND ENDORSEMENTS

<u>Form Number</u>	<u>Title</u>
HO WEL LET	WELCOME LETTER
HO GUARDIAN	GUARDIAN FLYER
HO DEC 07 18	HOME OWNERS POLICY DECLARATIONS
HO P 004 05 11	LIMITED HOME DAY CARE COVERAGE ADVISORY NOTICE TO POLICYHOLDERS
HO FCRA	Notice of Consumer Rights Under the Fair Credit Report Act
HO P 063 10 15	ADVISORY NOTICE TO POLICYHOLDERS
HO PRIV POL	PRIVACY POLICY
IL N 082 09 03	Ohio Fraud Statement
IL P 001 01 04	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ('OFAC') ADVISORY NOTICE TO POLICYHOLDERS
HO 00 03 05 11	HOMEOWNERS 3 - SPECIAL FORM
HO 04 27 05 11	LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE
HO 04 53 10 00	CREDIT CARD, FUND TRANSFER CARD, FORGERY AND COUNTERFEIT MONEY COVERAGE
HO 04 95 01 14	LIMITED WATER BACK-UP and SUMP DISCHARGE or OVERFLOW COVERAGE
HO 06 48 10 15	RESIDENCE PREMISES DEFINITION ENDORSEMENT
HO 06 53 02 17	HOME-SHARING HOST ACTIVITIES AMENDATORY ENDORSEMENT
HO 134 01 02 18	SPECIAL PROVISIONS - OHIO
HO 34 02 02 17	AIRCRAFT LIABILITY DEFINITION REVISED TO REMOVE EXCEPTION FOR MODEL OR HOBBY AIRCRAFT
HO 99 83 08 17	PROTECTIVE DEVICES
HO 99 89 06 17	SERVICE LINE COVERAGE
HO 99 90 06 17	HOME SYSTEMS PROTECTION
IL 99 00 08 13	Authorization and Attestation

HOMEOWNERS POLICY
DECLARATIONS

Issued: 10/16/2019

Policy No.: SAHO008638

Effective Date: 10/29/2019

SECTION II – LIABILITY COVERAGES (of the policy): OTHER INSURED LOCATIONS

Address(es)

MORTGAGEE(S)/LIENHOLDER(S)

<u>Name</u>	<u>Address</u>	<u>Loan Number</u>
Bank Of America NA, ISAOA ATIMA	PO Box 961291, Fort Worth, TX, 76161-0291	088541896

LOSS PAYEE(S) – PERSONAL PROPERTY
(Name and Address of Loss Payee and Personal Property Involved)

<u>Name</u>	<u>Address</u>	<u>Personal Property</u>
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**HOMEOWNERS POLICY
DECLARATIONS**

Issued: 10/16/2019

Policy No.: SAHO008638

Effective Date: 10/29/2019

PROTECTIVE DEVICES

As a condition of this insurance, you MUST maintain the protective devices or services shown below and discussed on form HO 99 83 attached to your policy. You should also be prepared to supply proof of proper maintenance upon request.

Name of Device

Fire Alarm: Central Station

Burglar Alarm: Central Station

**HOMEOWNERS POLICY
DECLARATIONS**

Issued: 10/16/2019

Policy No.: SAHO008638

Effective Date: 10/29/2019

RECAP OF UNDERLYING POLICY INFORMATION PROVIDED TO US

Your coverage with us has been written based on the following information provided by you either directly or through your authorized representative:

Information about the Residence

Year built	1997
Square footage	7346
Type occupancy	Owner Occupied
Number of families accommodated	1
Owner or tenant occupied	Owner
Type electrical box	Circuit Breaker
Most recent plumbing update	N/A
Number of losses last three years	0
(New Home Buyers Only)	
Date of inspection – N/A for Not Applicable	N/A

Roof

Date of last update	2009
Shape	Gable
Primary covering used	Composition - 3 Tab Shingle
Hail resistance class	Unknown

Heating

Primary Type	Electric
Other Secondary Type(s)/Appliances Used	N/A

Pets

Pets	No
Number of dogs	N/A
Breed(s) includes one of the following -- pit bulls, Rottweilers, Wolf Hybrids, or a mixed breed that includes one of these.	N/A
History of Biting	N/A
Exotic	N/A
Description	
N/A	

Further Details

	Yes	No	N/A
Purchased within the last six months		X	
Primarily used for residential purposes	X		
Seasonal/secondary dwelling		X	
Dwelling will not be unoccupied for more than 30 days	X		
Mobile home, trailer home, or house trailer		X	
Underground oil tanks on property		X	
Swimming pool		X	
Swimming pool within area enclosed by a fence			X
Diving board for swimming pool			X
Trampoline		X	
Trampoline in enclosed area			X
Use of drones		X	
Any residents with a history of smoking		X	
Used as a farm		X	
Structure is a rowhouse/townhouse		X	
Features log home constructions		X	

HOMEOWNERS POLICY
DECLARATIONS

Issued: 10/16/2019

Policy No.: SAHO008638

Effective Date: 10/29/2019

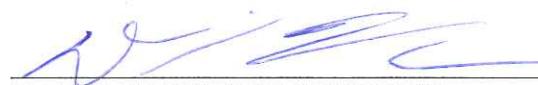
**IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO**

SATYA AGARWAL)
3136 Preakness Drive)
Stow, OH 44224) CASE NO.:
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Plaintiff,) JUDGE:
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vs.) PRAECIPE
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BERKSHIRE HATHAWAY GUARD)
INSURANCE COMPANIES)
P.O. Box A-H)
39 Public Square)
Wilkes-Barre, PA 18703-0029)
)
and)
)
AMGUARD INSURANCE COMPANY)
39 Public Square)
Wilkes-Barre, PA 18703)
)
Defendants.)

TO THE CLERK OF COURTS:

Please serve summons and copy of the within Complaint upon Defendants, at the address shown in the caption above, via certified mail, return receipt requested.

If service of process by certified mail is returned with an endorsement of "Refused" or "Unclaimed" the undersigned waives notice of same by the Clerk and requests ordinary mail service in accordance with Civil Rule 4.6(c) or 4.6(D).



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Attorney for Plaintiff